

BOARD OF GOVERNORS FIRE AND AMBULANCE DISTRICT 1 AGENDA ITEM SUMMARY

Meeting Date: September 20, 2006

Division: Emergency Services

Bulk Item: Yes No **X**

Department: Fire Rescue

Staff Contact Person: Camille Dubroff

AGENDA ITEM WORDING: Approval to extend the Roy Khanna agreement for maintenance of Fire Rescue vehicles (Ambulances) including inspections, preventative maintenance, and unscheduled maintenance and repairs resulting from failure or malfunction, which expires on September 30, 2006, on a month-to-month basis pending execution of a new agreement.

ITEM BACKGROUND: The original agreement was approved in March 19, 2003 for a one year period, providing for annual renewals for three (3) one year periods with approval of the District's governing Board. Subsequently each year, the Board approved the one-year renewals, with the final term expiring on September 30, 2006. Currently, we are in the process of advertising a request for sealed bids which will result in entering into a new agreement with the successful bidder. In the meantime, we are requesting approval by the board to extend the existing contract on a month-to-month basis.

PREVIOUS RELEVANT BOG ACTION: On March 19, 2003 the Board approved an agreement with Roy Khanna for maintenance of Fire Rescue vehicles (Ambulances) including inspections, preventative maintenance, and unscheduled maintenance and repairs resulting from failure or malfunction. On September 17, 2003, the Board approved a renewal agreement to extend the contract with Roy Khanna for the first one-year period, effective October 1, 2003 through September 30, 2004. On September 21, 2004, the Board approved a renewal agreement to extend the contract with Roy Khanna for the second one-year period, effective October 1, 2004 through September 30, 2005. On September 28, 2005, the Board approved a renewal agreement to extend the contract with Roy Khanna for the final one-year period, effective October 1, 2005 through September 30, 2006.

CONTRACT/AGREEMENT CHANGES: Term of agreement extended from September 30, 2006 to a month-to-month basis.

STAFF RECOMMENDATIONS: All conditions of the contract have been met and services provided have been satisfactory. Staff recommends extending contract on a month-to-month basis until sealed bids are opened which will result in entering into a new agreement with the successful bidder.

TOTAL COST: ** see below

BUDGETED: Yes X No _____
141-13001-530-462

COST TO COUNTY: ** see below

SOURCE OF FUNDS: Ad valorem taxes

**Hourly rate of \$65.00 per man hour with inspections performed at \$239.00. All parts, fluids and lubricants used to be billed to the DISTRICT at cost plus 25%.

REVENUE PRODUCING: Yes ___ No ___ **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DOCUMENTATION: Included X Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

MEMORANDUM ATTACHMENT TO AGENDA ITEM SUMMARY

Meeting Date: September 20, 2006

Division: Emergency Services

Bulk Item: Yes ☐ No ☒

Department: Fire Rescue

Staff Contact Person: Camille Dubroff

AGENDA ITEM WORDING: Approval to extend the Roy Khanna agreement, which expires on September 30, 2006, on a month-to-month basis pending execution of a new agreement.

ITEM BACKGROUND: Monroe County Fire Rescue must maintain all Fire Rescue vehicles (Ambulances) to include inspections, preventative maintenance, unscheduled maintenance and repairs resulting from failure or malfunction. Through the years, these services have been contracted as the total amount spent on these repairs generally exceeds \$25,000.00 annually. The original contract provides for one (1) year of service with the option to renew for three (3) additional years, subject to approval by the Fire Chief, the Office of Management and Budget and the Monroe County Board of Governors Fire and Ambulance District 1.

The original agreement was approved in March 19, 2003 for a one year period, providing for annual renewals for three (3) one year periods with approval of the District's governing Board.

Subsequently each year, the Board approved the one-year renewals, with the final term expiring on September 30, 2006. Currently, we are in the process of advertising a request for sealed bids which will result in entering into a new agreement with the successful bidder. In the meantime, we are requesting approval by the board to extend the existing contract on a month-to-month basis.

PREVIOUS RELEVANT BOG ACTION: On March 19, 2003 the Board approved an agreement with Roy Khanna for maintenance of Fire Rescue vehicles (Ambulances) including inspections, preventative maintenance, and unscheduled maintenance and repairs resulting from failure or malfunction.

On September 17, 2003, the Board approved a renewal agreement to extend the contract with Roy Khanna for the first one-year period, effective October 1, 2003 through September 30, 2004.

On September 21, 2004, the Board approved a renewal agreement to extend the contract with Roy Khanna for the second one-year period, effective October 1, 2004 through September 30, 2005.

On September 28, 2005, the Board approved a renewal agreement to extend the contract with Roy Khanna for the final one-year period, effective October 1, 2005 through September 30, 2006.

On December 21, 2005 an approval by the board for amendment to the agreement with Roy Khanna for the maintenance of Fire Rescue vehicles (Ambulances), amending Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00

CONTRACT/AGREEMENT CHANGES: Contract will be renewed and the new expiration date will be September 30, 2007.

STAFF RECOMMENDATIONS: All conditions of the contract have been met and services provided have been satisfactory. Staff recommends extending contract on a month to month basis until sealed bids are opened which will result in entering into a new agreement with the successful bidder.

MONROE COUNTY BOARD OF GOVERNORS

CONTRACT SUMMARY

Contract with:	<u>Roy Khanna</u>	Contract #	<u> </u>
		Effective Date:	<u>10/01/2006</u>
		Expiration Date:	<u>Month-to-month</u>

Contract Purpose/Description:

Renewal of agreement dated 3/19/2003 for maintenance of Fire Rescue Vehicles (Ambulances) including inspections, preventative maintenance, and unscheduled maintenance and repairs resulting from failure or malfunction.

Contract Manager: Camille Dubroff 6010 Emergency Services / Stop 14
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 09/20/2006 Agenda Deadline: 09/06/2005

CONTRACT COSTS

Total Dollar Value of Contract: \$	**Hourly rate of \$65.00 per man hour with inspections performed at \$239.00. All parts, fluids and lubricants used to be billed to the DISTRICT at cost plus 25%.	Current Year Portion: \$
------------------------------------	--	--------------------------

Budgeted? Yes ☒
No ☐

Account Codes: 13001-530462- - -

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	9-5-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>C. Hart</i>	9-6-06
Risk Management	8-31-06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>M. Smith</i>	8-31-06
ET O.M.B./Purchasing	9/1/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Shirley Apple</i>	9/5/06
County Attorney	8/28/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>A. J. Jimsley</i>	8/28/06

Comments:

Comments: _____

RENEWAL AGREEMENT

This AGREEMENT dated the _____ day of _____, 2006, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter called the "District" and Roy Khanna., whose mailing address is 3117 Carol Avenue, Palm Springs, FL 33461, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, said agreement provided an option to the District to renew the contract for three additional one year terms; and

WHEREAS, the DISTRICT has exercise said option for all three renewals for the continuation of scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction;

WHEREAS, the DISTRICT is currently in the process of advertising a request for sealed bids which will result in entering into a new agreement with the successful bidder.

WHEREAS, the DISTRICT requests approval by the Board to extend the existing contract on a month-to-month basis with Roy Khanna of said agreement, which expires on September 30, 2006; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The District elects to extend the contract on a month-to-month basis.
2. The effective date of this amendment is October 1, 2006 and shall extend on a month-to-month basis pending execution of a new agreement from the successful bidder.
3. All other terms and conditions of the contract dated March 19, 2003 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1

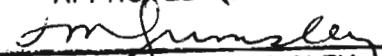
By: _____
Deputy Clerk

By: _____
Mayor/Chairman

ROY KHANNA

WITNESS: _____

Authorized Representative
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-28-06

MAINTENANCE OF FIRE/RESCUE VEHICLES

AGREEMENT is made and entered into by the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter referred to as "DISTRICT", and Roy Khanna, hereinafter referred to as "CONTRACTOR".

RECITALS

- A. The DISTRICT advertised a notice of calling for bids for MAINTENANCE OF FIRE/RESCUE VEHICLES, which were opened on the 7th day of January 2003;
- B. The successful bidder was Roy Khanna;
- C. The initial contract provides for a renewal of the contract for three additional one-year terms.
- D. This contract is an agreement between parties.

NOW, therefore, the parties agree as follows:

- 1. **CONTRACT PERIOD AND RENEWAL** - The first contract term is a period from the date on which it is signed by the last of the two parties and will expire on September 30, 2003. This contract may be renewed, at the option of the DISTRICT, upon giving at least 30 days notice to CONTRACTOR. The option for renewal shall be for three additional one-year terms conditioned upon annual appropriation of funds.
- 2. **CONTRACT TERMINATION** - This contract may be terminated for any reason by either party on 30-day written notice without cause.
- 3. **SUBJECT MATTER OF CONTRACT** - This contract is for performing scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction.
- 4. **RATES** - The hourly rate shall be \$65.00 per man-hour with no travel time or mileage charge. Jobs requiring more than one technician will be charged at the rate of \$35.00 per man-hour for the second man. The charge for conducting an ambulance inspection with each preventative maintenance performed will be \$239.00.
- 5. **WORK SCHEDULE** - Regularly scheduled inspections and preventative maintenance shall be conducted at such intervals as are approved by the DISTRICT and by the Ford Scheduled Maintenance Guide using "Special Operating Conditions" as the guide for the Ford Maintenance. The modular portion of the vehicle shall be maintained in accordance with the manufacturers recommendations.
- 6. **PARTS, FLUIDS AND LUBRICANTS** - All parts, fluids, and lubricants used for maintaining and repairing vehicles shall be supplied by CONTRACTOR and billed to the DISTRICT at cost plus 25%, with a copy of original parts supplier invoices for all parts attached to the bill.

7. **ENGINE OIL AND FILTER CHANGE – CONTRACTOR** shall complete drivetrain lubrication and any other fluids and/or filter changes shall be performed as recommended by Ford.
8. **WEEKLY MAINTENANCE SCHEDULE - CONTRACTOR** shall provide to the DISTRICT a preventative maintenance schedule that can be performed weekly by Monroe County Fire Rescue personnel.
9. **MAINTENANCE LOG - CONTRACTOR** shall maintain an inspection and maintenance chart on each vehicle containing at least the following information:

- | | |
|--------------------------|--------------------------------|
| (a) date of performance, | (d) parts used, |
| (b) apparatus serviced, | (e) name of service person(s), |
| (c) service performed, | (f) total downtime of vehicle |

A copy of this chart shall be supplied to the Fire Rescue Office within 30 days of the service.

A computerized ambulance inspection form shall be developed by the Contractor and approved by the Monroe County Fire Rescue Support Services Manager. This form will be completed by the Contractor and forwarded to the office of the Support Services Manager so that it can part of the service record of the vehicle.

10. **COMMUNICATION - CONTRACTOR** shall maintain a telephone or paging device such that prompt notification of request for service is possible at all times.
11. **RESPONSE TO SERVICE REQUEST - CONTRACTOR** shall have 120 hours to respond if one ambulance goes off line. If a second ambulance goes off line, the Contractor must respond within 48 hours of notification to repair both vehicles. If a third ambulance goes off line, the Contractor must respond immediately to get a minimum of two ambulances back on line.
12. **CERTIFICATION - CONTRACTOR** shall provide evidence satisfactory to the DISTRICT that its personnel who perform maintenance work are certified in general mechanics and repair.
13. **QUALIFICATIONS OF MAINTENANCE PERSONNEL - All personnel** performing maintenance, repairs, adjustments, and related work on the DISTRICT'S equipment shall be certified or experienced in the work to be performed.
14. **INDEMNIFICATION - CONTRACTOR** shall indemnify and hold the DISTRICT and Monroe County harmless for any negligence on its part, or faulty or improper workmanship, for all work performed under this contract, including all costs of collection, reasonable attorney fees, claim costs, and as per "Attachment A". All property or equipment being directly maintained or repaired by CONTRACTOR shall be considered in its care, custody, and control while such work is in progress and until physical control of such property or equipment is restored to the DISTRICT.

15. LOCATION OF WORK - This contract covers ambulances located at the following stations:
- a. Big Coppitt
 - b. Cudjoe
 - c. Big Pine
 - d. Conch Key
 - e. Tavernier
16. INSURANCE - As per Attachments "B" and "C".
17. PAYMENTS - Payments shall be made by the DISTRICT within 30 days of the completion of the rendered services on each vehicle and proper invoicing by the CONTRACTOR. All unscheduled maintenance and repairs resulting from equipment failure or malfunction requiring service shall be billed by the CONTRACTOR at the applicable rates as specified in Section four of this AGREEMENT. The CONTRACTOR upon notification by the DISTRICT of an equipment failure or malfunction requiring unscheduled maintenance shall, in a timely manner investigate the problem and provide to the DISTRICT an estimate of the cost for repair and vehicle downtime. The CONTRACTOR upon receiving authorization to proceed from the DISTRICT shall effectuate such repair; upon completion of same the contractor shall notify the DISTRICT of the outcome and actual cost. The DISTRICT shall issue a separate purchase order for each occurrence of unscheduled maintenance and repair.
18. This contract takes effect on the date of the last party to sign.
19. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the B.O.C.C.
20. Venue for any litigation arising under this contract must be in a court of competent jurisdiction in Monroe County, Florida.

IN WITNESS WHEREOF, each party hereto has caused this contract to be executed by its duly authorized representative.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1

By: Isabel C. De Santis
Deputy Clerk

By: Kevin Marshall
Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: Suzanne A. Hutton
SUZANNE A. HUTTON

DATE: 2/19/03

ROY KHANNA

WITNESS: Susan Hovner

[Signature]
Authorized Representative

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

TCS

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

**GARAGE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract involves the servicing and/or repair of County-owned vehicles, the Contractor will be required to purchase and maintain a Garage Policy to include Garage Liability Insurance extending to vehicles, owned or leased by the County, left with the Contractor for servicing, repair, storage, or safekeeping. Coverage should include, as a minimum:

- Premises and Operations Liability
- Vehicle Liability
- Contractual Liability
- Products and Completed Operations Liability
- Garage Keepers' Legal Liability, to include:
Comprehensive and Collision

The Garage Keepers' Legal Liability shall extend to all County-owned/leased vehicles in the care, custody, and control of the Contractor.

The Contractor's insurance shall be primary to any coverage maintained by the County.

The minimum limits acceptable shall be:

\$300,000 Combined Single limit (CSL) for liability
\$ 25,000 Garage Keepers' Legal Liability

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GK1

MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: Roy Khanna

Contract for: Maintenance of Fire Rescue Ambulances including inspections

Address of Contractor: preventative maintenance and unscheduled maintenance and repairs
resulting from failure or malfunction.

Phone: 561-312-9792

Address: 3117 Carol Avenue, Palm Springs, FL 33461

Scope of Work: Stated above.

Reason for Waiver:

I PERFORM MAINTENANCE AND REPAIR
ON AMBULANCES ON-SITE (GARAGE LIABILITY WAIVER)

Policies Waiver
will apply to:

Agreement dated 3/19/2003 between BOG and Roy Khanna
and all renewals.

Signature of Contractor:

[Signature]

Approved X

Not Approved _____

Risk Management

M. Sleinh

Date

12-8-05

County Administrator appeal:

Approved: _____

Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____

Not Approved: _____

Meeting Date: _____

Administration Instruction
#4709.5

REC-101

DEC 2005

**MONROE COUNTY FIRE RESCUE
AMBULANCES**

VEHICLE LOCATION	YEAR/MAKE/ MODEL	VIN NUMBER	COUNTY ID	Prime o Backup
BIG COPPITT	2002 FORD AMBULANCE	1FDXF46F22ED14878	1416-215	Prime
BIG COPPITT	1995 FORD AMBULANCE	1FDLF47FOSEA60715	1416-54	Backup
CUDJOE	2001 FORD AMBULANCE	1FDXF46F61EC33364	1416-207	Prime
BIG PINE	2001 FORD AMBULANCE	1FDXF46F61EC33365	1416-208	Prime
BIG PINE	1997 FORD AMBULANCE	1FDLF47F8VEA7393	1416-059	Backup
CONCH KEY	2001 FORD AMBULANCE	1FDXF46F41EC33363	1416-206	Prime
CONCH KEY	1997 FORD AMBULANCE	1FDLF47F8VEA18040	1416-080	Backup
TAVERNIER	1999 FORD AMBULANCE	1FDWF46F9XEB99283	1416-120	Prime
TAVERNIER	1984/94 FORD AMBULANCE	1FDLF47M8REA52323	1417-151	Backup

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

NON-COLLUSION AFFIDAVIT

I, Roy I Channa, of the city
of Key Largo FL according to law on my oath, and under
penalty of perjury, depose and say that:

1) I am Roy I Channa AKC, the bidder making the Proposal for
the project described as follows:

MAINTENANCE SPECIFICATIONS FOR MONROE COUNTY FIRE RESCUE
VEHICLES

2) The prices in this bid have been arrived at independently without collusion, consultation,
communication or agreement for the purpose of restricting competition, as to any matter relating to such
prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not
been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid
opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge
that Monroe County relies upon the truth of the statements contained in this affidavit in awarding
contracts for said project.

STATE OF FLORIDA

AKC
(Signature of Bidder)

COUNTY OF MONROE

12-10-02
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROY KHANNA who, after first being sworn by me, (name of individual
signing) affixed his/her signature in the space provided above on this

10th day of DECEMBER, 2002.

Elizabeth El Koury
NOTARY PUBLIC

My commission expires: 12-11-02

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Roy Khanna warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

[Signature]
(signature)

Date: 12-10-02

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROY KHANNA who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 10th day of

DECEMBER, 2002

[Signature]
NOTARY PUBLIC

My commission expires:

12.11.02

OMB - MCP FORM #4



Elizabeth El Koury
My Commission CC787397
Expires December 11, 2002

DRUG-FREE WORKPLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Roy Khanna

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

12-27-02
Date

ACORD		DATE (MM/DD/YY)			
PRODUCER		11/30/2004			
JOHNSON & MILLER INSURANCE 1225 N MILITARY TRAIL #2 WEST PALM BEACH, FL 33409 561-640-4333		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEING CERTIFIED.			
INSURED		COMPANIES AFFORDING COVERAGE			
ROY KHANNA		COMPANY A HERMITAGE INSURANCE CO.			
3117 CAROL AVE PALM SPRINGS, FL 33461 (561) 641-2360		COMPANY B			
		COMPANY C			
		COMPANY D			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PURPOSES INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO SUCH POLICIES. THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	#HGL443501	12/01/04	12/01/05	GENERAL AGGREGATE \$1 MILLION
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ EXCLUDED
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1 MILLION
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1 MILLION
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	OTHER				EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEES \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS SHALL BE LISTED AS ADDITIONAL INSURED.					
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN RISK MANAGEMENT 1100 SIMONTON STREET KEY WEST, FL 33040 FAX: 305-289-6336		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE COMPANY. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Debra J. Webb</i>			

RENEWAL AGREEMENT

This AGREEMENT dated the 17th day of SEPTEMBER, 2003, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter called the "District" and Roy Khanna., whose mailing address is 3117 Carol Avenue, Palm Springs, FL 33461, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, said agreement provided an option to the District to renew the contract for three additional one year terms; and

WHEREAS, the DISTRICT has elected to exercise said option for the continuation of scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The District elects to renew the contract for an additional year pursuant to paragraph 1 of the agreement entered March 19, 2003.
2. The effective date of this amendment is October 1, 2003 and shall extend through September 30, 2004, under the same terms and conditions of the contract dated March 19, 2003.
3. All other terms and conditions of the contract dated March 19, 2003 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1

By: Daniel C. DeSantis
Deputy Clerk

By: Kevin Marshall
Mayor/Chairman

WITNESS: Susan Hovner

ROY KHANNA

[Signature]
Authorized Representative

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 8/26/03

RENEWAL AGREEMENT

This AGREEMENT dated the 21st day of September, 2004, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter called the "District" and Roy Khanna, whose mailing address is 3117 Carol Avenue, Palm Springs, FL 33461, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, said agreement provided an option to the District to renew the contract for three additional one year terms; and

WHEREAS, the DISTRICT has elected to exercise said option for the continuation of scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The District elects to renew the contract for an additional year pursuant to paragraph 1 of the agreement entered March 19, 2003.
2. The effective date of this amendment is October 1, 2004 and shall extend through September 30, 2005, under the same terms and conditions of the contract dated March 19, 2003.
3. All other terms and conditions of the contract dated March 19, 2003 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1

By: Isabel C. DeSantis
Deputy Clerk

By: Kevin Marshall
Chairman

WITNESS: Amel Othman

ROY KHANNA

[Signature]
Authorized Representative

[Signature]
8/23/04

RENEWAL AGREEMENT

This AGREEMENT dated the 28th day of September, 2005, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter called the "District" and Roy Khanna., whose mailing address is 3117 Carol Avenue, Palm Springs, FL 33461, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, said agreement provided an option to the District to renew the contract for three additional one year terms; and

WHEREAS, the DISTRICT has elected to exercise said option for the continuation of scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; now therefore

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

1. The District elects to renew the contract for an additional year pursuant to paragraph 1 of the agreement entered March 19, 2003.
2. The effective date of this amendment is October 1, 2005 and shall extend through September 30, 2006, under the same terms and conditions of the contract dated March 19, 2003.
3. All other terms and conditions of the contract dated March 19, 2003 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,
FIRE AND AMBULANCE DISTRICT 1



By: Danny L. Kolhage
Deputy Clerk

By: Kenin Marshall
Chairman

WITNESS: Debra Khanna

ROY KHANNA

Roy Khanna
Authorized Representative

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
8/28/05

FILED FOR RECORD
2005 OCT 27 PM 12:43
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

AMENDMENT NUMBER 1
TO THE AGREEMENT BETWEEN
BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY FLORIDA
AND ROY KHANNA

This Amendment Number 1 is made and entered into this 21st day of December, 2005, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter referred to as "District" and Roy Khanna, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, the parties desire to amend the Agreement to revise Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00 and attach to each bill.

NOW THEREFORE, the parties agree as follows:

1. The foregoing provision is included as if fully set forth herein.
2. Section 6 shall now read as follows:

PARTS, FLUIDS AND LUBRICANTS- All parts, fluids and lubricants used for maintaining and repairing vehicles shall be supplied by CONTRACTOR and billed to the DISTRICT at cost plus 25%. For parts \$200.00 and over, a copy of original parts supplier invoices shall be attached to the bill. Contractor will be required to keep all original parts supplier invoices available at request by County for spot checking and auditing purposes.

3. In all other respects, the Agreement between the parties dated March 19, 2003, remains in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first written above.



BOARD OF GOVERNORS FIRE AND
AMBULANCE DISTRICT 1 OF
MONROE COUNTY, FL

Kerim Maslak
Mayor/Chairman

Attest: Danny L. Kolhage, Clerk

Danny L. Kolhage
Clerk

WITNESS:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: 11/28/05

Roy Khanna

Roy Khanna
Authorized Representative